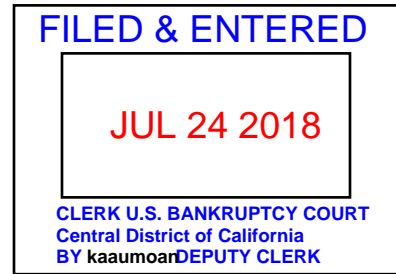


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Proposed Counsel for the Official Committee
of Unsecured Creditors



CHANGES MADE BY COURT

UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA
LOS ANGELES DIVISION

In re:

PLAYHUT, INC.,

Debtor and Debtor-in-
Possession.

Case No. 2:18-bk-15972-WB

Chapter 11

**ORDER GRANTING AMENDED
EMERGENCY MOTION FOR ENTRY OF
ORDER APPROVING STIPULATION RE:
(1) APPOINTMENT OF CRO; (2)
APPLICATION OF PLEDGED TIME
CERTIFICATE OF DEPOSIT; AND (3)
ADDITIONAL GRANT OF ADEQUATE
PROTECTION FOR PREFERRED BANK**

Hearing Date

Date: July 19, 2018
Time: 10:00 a.m.
Place: Courtroom 1375, 13th floor
255 E. Temple Street
Los Angeles, CA 90012

1 The *Amended Emergency Motion for Entry of Order Approving Stipulation Re: (1)*
2 *Appointment of CRO; (2) Application of Pledged Time Certificate of Deposit; and (3) Additional*
3 *Grant of Adequate Protection for Preferred Bank*, filed by the Official Committee of Unsecured
4 Creditors for PlayHut, Inc. (the “Committee”), on July 16, 2018 as Docket No. 107 (the “Motion”)
5 and the *Stipulation for Immediate (1) Appointment of CRO; (2) Application of Pledged Time*
6 *Certificate of Deposit; and (3) Additional Grant of Adequate Protection for Preferred Bank*, filed
7 on July 13, 2018 as Docket No. 95 (the “Stipulation”) came *on* for hearing on the date and time
8 noted above. In order to resolve the limited objection filed by Factors Southwest, LLC, the parties
9 agreed to modify the Stipulation by adding the following language to paragraph 3 of the Stipulation
10 after the sentence ending “from the Debtor’s cash flow”:
11

12 “Notwithstanding anything to the contrary in this Stipulation or otherwise, and consistent
13 with the Intercreditor Agreement and FSW Factoring Documents (as defined in the Court’s
14 Interim Order entered July 10, 2018 [Dkt. No.87] (the “Interim Order”)), if collections on
15 accounts receivable factored by Factors Southwest, LLC dba FSW Funding (“Factor”)
16 under the Interim Order or any final order thereon are paid by account debtors to the
17 Debtor, such funds (i) shall not be swept by the Bank, (ii) shall be paid by the Debtor to
18 Factor upon receipt by the Debtor, and (iii) if swept by the Bank, shall be paid by the Bank
19 to Factor upon receipt by the Bank.”

20 Upon consideration of the Motion and Stipulation, as amended above, pleadings filed in
21 opposition thereto, and good cause appearing,
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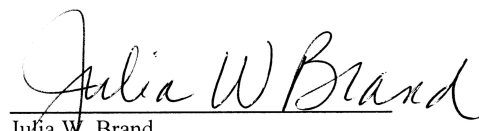
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IT IS ORDERED:

1. The Motion is granted.
2. The Stipulation, as amended, is approved.

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Date: July 24, 2018


Julia W. Brand
United States Bankruptcy Judge